

The Gazette of India



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No. 21] NEW DELHI, SATURDAY, MAY 24, 1952

NOTICE

The undermentioned Gazette of India Extraordinary was published during the week ending the 20th May 1952 :—

Issue No.	No. and Date	Issued by	Subject
83	S. R. O. 846, dated the 12th May 1952.	Ministry of Law.	Fixation of polling hours from 8 A. M. to 12 Noon and 1 P. M. to 5 P. M. in the Gwalior Parliamentary Constituency of the State of Madhya Bharat.

Copies of the Gazette Extraordinary mentioned above will be supplied on indents to the Manager of Publications Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF LAW

New Delhi, the 19th May 1952

S.R.O. 904.—In exercise of the powers conferred by clause (5) of article 324 of the Constitution, the President is pleased to make the following rules for regulating the conditions of service of Shri K. V. K. Sundaram, I.C.S., officiating Chief Election Commissioner:—

1. The said officiating Chief Election Commissioner shall hold office during the absence on leave of Shri S. Sen, I.C.S.

2. The said officiating Chief Election Commissioner shall be paid a salary of four thousand rupees per month.

3. The conditions of service of the said officiating Chief Election Commissioner as respects leave of absence, leave salary, travelling allowance and all other matters shall be regulated by the same rules as are applicable to a Secretary to the Government of India who is a member of the Indian Civil Service.

[No. F.72/52-G.A.]

S. B. CAPOOR, Joint Secy.

A. A. 3

MINISTRY OF HOME AFFAIRS

New Delhi, the 14th May 1952

S.R.O. 905.—Corrigendum.—In the Notifications of the Ministry of Home Affairs No. 15/60/47-Police I, dated the 24th October, 1951, published as S.R.Os. 1673 and 1674 at pages 1904-1907 of the *Gazette of India* in Part II, Section 3, dated the 3rd November, 1951, in the schedule appended thereto the words and figures "Schedule VII, entry 5" shall be substituted by the words and figures "Schedule VII, entry 4".

[No. 15/60/47-Police I.]

C. P. S. MENON, Under Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

HEADQUARTERS ESTABLISHMENTS

New Delhi, the 14th May 1952

S.R.O. 906.—In pursuance of clause (b) of sub-rule (ii) of rule 2 of the Appellate Tribunal Rules, 1946, the Central Government is pleased to appoint Mr. E. K. Lyall, Income-tax Officer, as Authorised Representative to appear, plead and act for an Income-tax Authority who is a party to any proceeding before the Income-tax Appellate Tribunal.

[No. 13.]

S. P. LAHIRI, Dy. Secy.

CENTRAL EXCISES

New Delhi, the 17th May 1952

S.R.O. 907.—In exercise of the powers conferred by section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendments shall be made in the Central Excise Rules, 1944, namely:—

In rule 41 of the said Rules,

- (i) In the title to the said rule, for the word "permits" the words "permits, sale-notes" shall be substituted, and
- (ii) for the words "shall endorse the date of the receipt of the goods on the permit or certificate which has accompanied such goods, and shall produce and deliver up to the proper officer such permit or certificate" the following words shall be substituted, namely:—

"shall endorse the date of the receipt of the goods on the permit, sale-note or certificate which has accompanied such goods, and shall produce and deliver up to the proper officer who first visits his premises after the receipt of the products, such permit, sale-note or certificate".

[No. 7.]

New Delhi, the 24th May 1952

S.R.O. 908.—In exercise of the powers conferred by Section 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby directs that the following further amendment shall be made in the Central Excise Rules, 1944, namely:—

In clause (ii) of rule 96A of the said Rules, the words "or the contract price thereof, exclusive of the excise duty, whichever is less" shall be omitted.

[No. 8.]

W. SALDANHA, Under Secy.

MINISTRY OF COMMERCE AND INDUSTRY

Bombay, the 8th May 1952

S.R.O. 909.—In exercise of the powers conferred on me by clause 22(1) of the Cotton Textiles (Control) Order, 1948, I hereby direct that the following further amendment shall be made in the Textile Commissioner's Notification No. 9(9)-Tex. 1/49(II), dated the 19th March, 1949, namely:—

In the said notification—

1. In paragraph 1 after proviso (XX) the following proviso shall be added;“(XXI). Provided further that the maximum ex-factory price of sewing thread yarn produced by a producer having a spinning plant and packed after 30th April, 1952, shall be as specified in Schedule C12A”.
2. In the Schedules after Schedule B12A, the Schedule C12A annexed hereto shall be added.

Schedule of maximum Ex-Factory Prices of Sewing Thread Yarn packed by the Mills after 30th April, 1952 Schedule 'C 12A'

Sl. No.	Counts	Type of Cotton	Minimum Lea Breaking Strength at R.H. 60/70%		Description	Maximum Ex-factory price per bundle of 10 lbs. Bld/Dyed.
			Grey Lbs.	Bld/Dyed Lbs.		
1	2	3	4		5	6
						Rs. As. Ps.
1	2/20s	Indian . .	200	190	Bleached . .	25 14 0
2	2/20s	Indian . .	200	190	Bld. Dyed Direct .	28 11 0
3	2/20s	Indian . .	200	190	Bld. Dyed Sul. Colours.	30 2 0
4	2/28s	Indian . .	170	160	Bleached . .	31 12 0
5	2/28s	Indian . .	170	160	Bld. Dyed Direct .	34 9 0
6	2/28s	Indian . .	170	160	Bld. Dyed Sul. Colours.	36 0 0
7	2/30s	Indian . .	160	150	Bleached . .	32 1 0
8	2/30s	Indian . .	160	150	Bld. Dyed Direct .	34 14 0
9	2/30s	Indian . .	160	150	Bld. Dyed Sul. Colours.	36 5 0
10	2/8s	African . .	Single Thread Test 25" = 7½ lbs.		Bld. & Mered.	48 12 0
	Do.	Californian . .	Do. Do.		Do.	41 0 0
11	2/8s	African . .	Single Thread Test 25" = 7½ lbs.		Bld. Dyed Fast and mered.	59 5 0
11A	Do.	Californian . .	Do. Do.		Do.	51 8 0
12	2/8s	Superior Egyptian	Do.		Bld. and Mered. .	66 15 0
	Crochet	Superior Egyptian	Do.		Dyed Fast and Mered.	77 8 0
14	2/10s	Superior Egyptian	Single Thread Test 25" = 6 lbs.		Bld. Mered. and Gassed.	76 6 0
15	2/12s	African . .	Single Thread Test 25" = 5 lbs.		Bld. & Gassed . .	49 10 0
	Crochet	Californian . .	Do.		Do.	40 13 0
16A	Do.	African . .	Do.		Bld. Mered. and Gassed.	50 12 0
16A	Do.	Californian . .	Do.		Do.	42 15 0
17	2/12s	African . .	Do.		Bld. Dyed Fast Mered. & Gassed.	61 5 0
	Crochet		Do.			

1	2	3	4	5	6
					Rs. As. Ps.
17A	2/12s	Californian	Single Thread	Bld. Dyed Fast	53 8 0
18	Crochet	Superior Egyptian	Test 25"=5 lbs.	Merced. & Gassed	
	Do.		Do.	Bld. & Gassed	66 13 0
19	Do.	Do.	Do.	Bld. Merced. and Gassed.	68 15 0
20	Do.	Do.	Do.	Bld. Dyed Fast Merced. & Gassed.	70 8 0
21	Do.	African Combed	Do.	Bld. Merced. and Gassed.	56 11 0
21A	Do.	Californian Combed.	Do.	Do.	47 11 0
22	Do.	African Combed	Do.	Bld. Dyed Fast Merced. & Gassed.	67 8 0
22A	Do.	Californian Combed.	Do.	Do.	58 4 0
23	Do.	Superior Egyptian Combed.	Do.	Bld. Merced. and Gassed.	77 0 0
24	Do.	Superior Egyptian Combed.	Do.	Bld. Dyed Fast Merced. & Gassed.	87 8 0
25	2/16s	Egyptian carded	Single Thread Test 25"=4½ lbs.	Bld. & Merced. & Gassed.	70 14 0
26	Do.	Egyptian Combed	Do.	Do.	78 14 0
27	0/22s.	Egyptian Carded	Single Thread Test 25"=14 lbs.	Bleached	71 11 0
28	Do.	Do.	Do.	Bld. Polished & Direct Dyed.	74 8 0
29	Do.	Egyptian Combed	Do.	Bleached	79 11 0
30	Do.	Do.	Do.	Bld. Polished & Direct Dyed.	82 8 0
31	4/24s	Egyptian Carded	Single Thread Test 25"=5 lbs.	Bld. & Merced.	74 0 0
32	2/28s	African	200 190	Bleached	55 11 0
32A	Do.	Californian	Do. Do.	Bleached	47 14 0
33	Do.	African	Do. Do.	Dyed Direct	58 8 0
33A	Do.	Californian	Do. Do.	Dyed Direct	50 11 0
34	Do.	African	200 190	Dyed Sul. Colours	59 15 0
34A	Do.	Californian	Do. Do.	Do.	52 2 0
35	Do.	Superior Egyptian	240 230	Bleached	73 14 0
36	Do.	Do.	240 230	Dyed Direct	76 11 0
37	Do.	Do.	240 230	Dyed Sulphur Co. lours.	78 1 0
38	2/30s.	African	190 180	Bleached	56 0 0
38A	Do.	Californian	Do. Do.	Do.	48 3 0
39	Do.	African	Do. Do.	Dyed Direct	58 13 0
39A	Do.	Californian	Do. Do.	Do.	51 0 0
40	Do.	African	Do. Do.	Dyed Sulphur Co. lours.	60 3 0
40A	Do.	Californian	Do. Do.	Do.	52 6 0
41	Do.	Superior Egyptian	230 220	Bleached	74 2 0
42	Do.	Do.	Do. Do.	Dyed Direct	76 15 0
43	Do.	Do.	Do. Do.	Dyed Sulphur Co. lours.	78 6 0
44	Do.	Do.	Do. Do.	Dyed Fast	85 11 0
45	Do.	Superior Egyptian Combed.	Do. Do.	Bld. & Polished	82 3 0
46	6x2/30s	African	205 195 for 2/30 s.	Bleached	57 6 0
46A	Do.	Californian	Do. Do.	Bleached	49 9 0
47	Do.	African	205 195	Bld. Dyed Fast	67 15 0
47A	Do.	Californian	Do. Do.	Do.	60 2 0
48	Do.	Superior Egyptian	205 195	Bleached	75 9 0
49	Do.	Do.	Do. Do.	Bld. Dyed Fast	86 1 0
50	6/36s	Egyptian Combed	Single Thread Test 25"=5 lbs.	Bleached	84 14 0
51	6x2/36s	Egyptian Combed	Single Thread Test 25"=12 lbs.	Bld. Merced. and Gassed.	89 1 0

1	2	3	4	5	6
					Rs. As. Ps.
52	12/30s	Egyptian Combed	Single Thread Test 25"=11 lbs.	Bld. Merod. and gassed.	89 1 0
53	Do.	Do.	Do.	Bld. Merod. Gassed and Dyed Fast.	99 9 0
54	2/40s	African . .	160 150	Bleached . .	57 14 0
54A	Do.	Californian . .	Do. Do.	Do. . .	50 4 0
55	Do.	African . .	Do. Do.	Dyed Direct . .	60 11 0
55A	Do.	Californian . .	Do. Do.	Do. . .	53 1 0
56	Do.	African . .	Do. Do.	Dyed Sulphur Co- lours.	62 2 0
57	Do.	Californian . .	Do. Do.	Do. . .	54 8 0
57	Do.	Egyptian Combed	190 170	Bld and Polished . .	84 2 0
58	6×2/40s	African . .	160 150 for 2/40s.	Bleached . .	59 4 0
58A	Do.	Californian . .	Do. Do.	Do. . .	51 11 0
59	Do.	African . .	160 150	Bld. & Dyed Fast . .	69 13 0
59A	Do.	Californian . .	Do. Do.	Do. . .	62 3 0
60	2/50s	Egyptian Combed	135 125	Bld. & Polished . .	87 15 0
61	4/50s	Do.	Single Thread Test 25"=2½ lbs.	Bleached . .	88 3 0
62	Do.	Do.	Do.	Bld. Merod. Gassed and Polished.	91 9 0
63	4/60s	Do.	Single Thread Test 25"=2½ lbs.	Bleached . .	93 13 0
64	6/60s	Do.	Single Thread Test 25"=3 lbs.	Bleached . .	94 1 0

[No. T. C.(7)39/49.]

T. SWAMINATHAN,
Textile Commissioner.

New Delhi, the 19th May 1952

S.R.O. 910.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the late Ministry of Industry and Supply, No. S.R.O. 499, dated the 2nd September 1950, in so far as it relates to the fixation of maximum prices of bicycles, namely:—

In the entry in column (1) of the Schedule annexed to the said notification, for the entry "Bicycle of any other make", the entry "Bicycle of any other make of standard size", shall be substituted.

[No. 3(3)-PC/52.]

New Delhi, the 24th May 1952

S.R.O. 911.—In exercise of the powers conferred by section 3 of the Drugs (Control) Act, 1950 (XXVI of 1950), the Central Government hereby directs that the following further amendments shall be made in the notification of the Government of India in the late Ministry of Industry and Supply No. I(IV)/-1 Drugs, dated the 3rd October 1949, namely:—

In the Schedule to the said notification—

(1) To the entries under the heading "IMPERIAL CHEMICAL INDUSTRIES (INDIA) LTD", the following entry shall be added, namely:—

'Avloprocl' N.A.—Crystalline Penicillin G Procaine Salt and Potassium Salt (Buffered) Vials of 0.4 m.u.—per vial.

(2) To the entries under the heading "VOLKART BROTHERS, BOMBAY, the following entries shall be added, namely:—

Benerva 'Roche'

Vitamin B₁, aneurine, thiamine

tablets 100 m.g. bottles of 20

tablets 100 m.g. bottles of 100

Ephynal 'Roche'

Vitamin E, d l-alpha tocopherol

tablets 100 m.g. bottles of 20

tablets 100 m.g. bottles of 100

[No. 1(1)PC/52.]

ORDERS

New Delhi, the 16th May 1952

S.R.O. 912.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950) and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply No. S.R.O. 503, dated the 2nd September 1950, in so far as it relates to the fixation of maximum price of Soda Ash, the Central Government hereby fixes the maximum price as shown in the Schedule annexed hereto in respect of 2083 cwts. of soda ash imported from France per s.s. "Magellan" during the month of February 1952 by the Associated Agencies (Bombay) 47 Podar Chambers, Parsee Bazar Street, Fort, Bombay.

SCHEDULE

(1)	(2)	(3)	(4)	(5)
Variety of Soda Ash	Maximum price that may be charged by the importer	Maximum price that may be charged by a distributor.	Maximum price that may be charged by a wholesale dealer	Maximum price that may be charged by a retail dealer
Soda Ash (light)	Rs. 20-15-6 per cwt. Ex-godown/F.O.R. Bombay	The price specified in Column 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from Bombay to the place of destination, and (b) handling charges not exceeding annas eight per cwt.	The price specified in Column 3 PLUS a margin not exceeding annas eight per cwt.	The price specified in Column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt.

Note.—These prices are exclusive of local taxes such as Sales Tax, Octroi and other local taxes which may be charged extra.

[No. PC-7(7)/52.]

New Delhi, the 17th May 1952

S.R.O. 913.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950) and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply No. S.R.O. 503, dated the 2nd September 1950, in so far as it relates to the fixation of maximum price of soda ash, the Central Government hereby fixes the maximum price as shown in the Schedule annexed hereto in respect of 992 cwts. of soda ash imported from France per s.s. 'Magellan' during the month of February 1952, by Messrs. Associated Agencies (Bombay), 47 Poddar Chambers, Parsee Bazar Street, Port Bombay 1.

SCHEDULE

(1)	(2)	(3)	(4)	(5)
Variety of soda ash	Maximum price that may be charged by the importer	Maximum price that may be charged by a distributor	Maximum price that may be charged by a wholesale dealer	Maximum price that may be charged by a retail dealer
Soda Ash	Rs. 22-8-6 per cwt. Ex-godown/F.O.R. Bombay.	The price specified in Column 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from Bombay to the place of destination, and (b) handling charges not exceeding annas eight per cwt.	The price specified in Column 3 PLUS a margin not exceeding annas eight per cwt.	The price specified in Column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt.

Note.—These prices are exclusive of local taxes such as Sales Tax, Octroi and other local taxes which may be charged extra.

[No. PC-7(7)/52.]

S.R.O. 914.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950) and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply No. S.R.O. 503, dated the 2nd September 1950, in so far as it relates to the fixation of maximum price of caustic soda, the Central Government hereby fixes the maximum price as shown in the Schedule annexed hereto in respect of 300 tons of caustic soda imported from the United States of America per s.s. "Flying Clipper" during the month of January 1952 by the Indian Commercial Company Ltd., 45/47, Poddar Street, Bombay.

SCHEDULE				
(1)	(2)	(3)	(4)	(5)
Variety of caustic soda	Maximum price that may be charged by the importer	Maximum price that may be charged by a distributor	Maximum price that may be charged by a wholesale dealer	Maximum price that may be charged by a retail dealer
Caustic Soda	Rs. 41-8-0 per cwt. Ex-godown/ F.O.R. Bombay.	The price specified in Column 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from Bombay to the place of destination, and (b) handling charges not exceeding annas eight per cwt.	The price specified in Column 3 PLUS a margin not exceeding annas eight per cwt.	The price specified in Column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt.

Note.—These prices are exclusive of local taxes such as Sales Tax, Octroi and other local taxes which may be charged extra.

[No. PC-7(16)/51.]

New Delhi, the 20th May 1952

S.R.O. 915.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950) and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply No. S.R.O. 503, dated the 2nd September 1950, in so far as it relates to the fixation of maximum price of Soda Ash, the Central Government hereby fixes the following Schedule of maximum price, in respect of 492 cwt. (gross) of soda ash imported from France per s.s. "Arthur Stove", during the month of March 1952 by Messrs. Shah Vadilal Chunnilal, 42-44 Champa Galli, Bombay 2.

SCHEDULE

(1)	(2)	(3)	(4)	(5)
Variety of soda ash	Maximum price that may be charged by the importer	Maximum price that may be charged by a distributor	Maximum price that may be charged by a wholesale dealer	Maximum price that may be charged by a retail dealer
Soda Ash.	Rs. 24-13-0 per cwt. Ex-godown/ F.O.R. Bombay.	The price specified in Column 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from Bombay to the place of destination and (b) handling charges not exceeding annas eight per cwt.	The price specified in Column 3 PLUS a margin not exceeding annas eight per cwt.	The price specified in Column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt.

Note.—These prices are exclusive of local taxes such as Sales Tax, Octroi and other local taxes which may be charged extra.

[No. PC-7(22)/52.]

P. S. SUNDARAM, Under Secy.

ORDER

New Delhi, the 15th May 1952

S.R.O. 916.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), the Central Government hereby directs that the following further amendments shall be made in the notification of the Government of India in the late Ministry of Industry and Supply, No. S.R.O. 499, dated the 2nd September, 1950, in so far as it relates to the fixation of maximum prices of bicycles, namely—

1. In the Schedule annexed to the said notification after the entry relating to the 'Eastern Star Bicycle', the following entries shall be inserted, namely:—

"Zebra Bicycle"	} "Rs. 177/- per bicycle"
"Atlas Bicycle"	
"Army Bicycle"	

2. In the proviso to the said Schedule, for the words "Eastern Star Bicycle" occurring in clause (c), the following words "Eastern Star, Zebra, Atlas and Army Bicycles" shall be substituted.

[No. 3(2)-PC/52.]

C. R. NATESAN, Dy. Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Agriculture)

New Delhi, the 15th May 1952

S.R.O. 917.—In exercise of the powers conferred by Section 4(4)(v) of the Indian Lac Cess Act, 1930 (XXIV of 1930), the Central Government are pleased to nominate the Commissioner of Chotanagpur Division, Ranchi, to be a member of the Governing Body of the Indian Lac Cess Committee representing the cultivators of lac in Bihar with effect from the 1st April, 1952.

[No. F.3.5/52-Comm.(I).]

New Delhi, the 17th May 1952

S.R.O. 918.—In exercise of the powers conferred by Section 4(5) (vii) of the Indian Lac Cess Act, 1930 (XXIV of 1930), the Central Government are pleased to nominate Shri Lakhpat Rai, I.F.S., Chief Conservator of Forests, Madhya Pradesh, to be a member of the Advisory Board of the Indian Lac Cess Committee with effect from 1st May, 1952, *vice* Shri K. R. N. Pillai.

[No. F. 3-5/52-Com(1)]

S.R.O. 919.—In exercise of the powers conferred by sub-section (2) of section 4 of the Indian Lac Cess Act, 1930 (XXIV of 1930), the Central Government is pleased to nominate Shri K. R. Damle, I.C.S., Joint Secretary to the Government of India, Ministry of Food and Agriculture, as the Chairman of the Governing Body of the Indian Lac Cess Committee, in addition to his own duties, with effect from the 15th May, 1952, until further orders.

[No. F. 3-17/52-Comm.(I)]

S. D. UDHRAN, Under Secy.

New Delhi, the 16th May 1952

S.R.O. 920.—Shri K. Gopalan, Secretary, Indian Central coconut Committee is granted earned leave for twenty days with effect from the 12th May, 1952.

[No. F.2-1/52-COM.11.]

S. K. MIRCHANDANI, Under Secy.

New Delhi, the 17th May 1952

S.R.O. 921.—In pursuance of Section 4(x) of the Indian Cotton Cess Act, 1923 (XIV of 1923) the Central Government are pleased to appoint Shri C. M. Kothari to be an additional member of the Indian Central Cotton Committee, Bombay.

[No. F. 1-20/52-CJ]

S.R.O. 922.—Under Section 4(ix) of the Indian Cotton Cess Act, 1923 (XIV of 1923) Dr. S. V. Desai and Dr. J. C. Ramchandani, Directors of Agriculture, Rajasthan and Saurashtra respectively have been nominated by the Government of Rajasthan and Saurashtra to be members of the Indian Central Cotton Committee, Bombay.

[No. F. 1-20/52-CJ]

New Delhi, the 19th May 1952

S.R.O. 923.—In pursuance of Section 4(x) of the Indian Cotton Cess Act, 1923 (XIV of 1923) the Central Government are pleased to re-appoint the following as additional members of the Indian Central Cotton Committee, Bombay:—

1. Shri Bhawanji A. Khimji, President, Indian Merchants Chamber, Bombay.
2. Shri Neville Wadia, Bombay Dyeing & Manufacturing Co., Bombay.
3. Shri Chunilal B. Mehta, 51, Marwar Bazar, Bombay.
4. Dr. V. K. R. V. Rao, Delhi University, Delhi.
5. Pt. Thakurdas Bhargava, M.P., 31, Canning Lane, New Delhi.

[No. F.1-20/52-CJ.]

S. R. MAINI, Dy. Secy.

MINISTRY OF REHABILITATION

New Delhi, the 15th May 1952

S.R.O. 924.—In exercise of the powers conferred by sub-section (1) of section 15 of the Displaced Persons (Claims) Act, 1950 (XLIV of 1950), and all other powers enabling it in that behalf and in supersession of the notification of the Government of India in the Ministry of Rehabilitation No. 32(13)AE/51, dated the 3rd December, 1951, the Central Government hereby directs that the powers conferred upon it by sub-section (1) of section 4 of the said Act to provide for the distribution or allocation of work to be performed by the officers mentioned therein, shall be exercisable also by the Chief Claims Commissioner.

[No. 32(13)AE/51.]

S. PRASADA, Dy. Secy.

MINISTRY OF COMMUNICATIONS

(Posts and Telegraphs)

New Delhi, the 16th May 1952

S.R.O. 925.—In exercise of the powers conferred by section 7 of the Indian Telegraph Act, 1885 (XIII of 1885), the Central Government hereby directs that the following further amendment shall be made in the Indian Telegraph Rules, 1951, namely:—

In rule 458 of the said Rules for the word and figures '432 to 437' the word and figures '432, 434 to 436' shall be substituted.

[No. R. 3-45/51.]

New Delhi, the 19th May 1952

S.R.O. 926.—In exercise of the powers conferred by Section 7 of the Indian Telegraph Act (XIII of 1885), the Central Government hereby directs that the following further amendments shall be made in the Indian Telegraph Rules, 1951, namely:—

In the said Rules,

At the end of rule 2 the following further clauses shall be inserted, namely:—

“(X) Local telegram means a telegram intended for delivery in the local delivery area which shall comprise of:—

(i) in an urban area, the area included within the limits of a local authority, and also any area adjoining such limits, mails for which are delivered to a post office situated within the limits of the local authority or which is served exclusively by any sorting office or offices within the limits of the local authority.

Provided that when two or more local authorities are contiguous, the area included within the limits of any one of these local authorities specified by the Director General shall be deemed to be the local delivery area;

(ii) in rural areas, any area included in the delivery area of the same post office and (iii) any other area not included in clauses (i) and (ii) above, which the Central Government may from time to time specify.

(Y) Local authority means a Municipality, Cantonment, Town Area or a Notified Area.

II. In rule 60, for the word and figure “rule 133” the words and figures “rules 60—A and 133” shall be substituted.

III. After rule 60, the following new rule shall be inserted, namely:—

“60-A-(a).—Local telegrams shall be accepted at all telegraph offices (except Licensed Offices) and postal receiving offices, and the charges payable on such telegrams shall be as follows:—

Class	For any number of words not exceeding 8, including the address			For each additional word after the first 8 words		
	Rs.	As.	Ps.	Rs.	As.	Ps.
Express	0	4	0	0	1	0
Ordinary.	0	2	0	0	0	6

Ordinary local telegrams shall be accepted by the offices during their working hours only. During closed hours express local telegrams shall only be accepted on payment of a late fee under the conditions prescribed in rule 16.

III. In rule 94, the full stop after the first sentence shall be substituted by a semicolon and the following proviso added thereafter, namely:—

“Provided that in respect of a local telegram the amount so prepaid shall not be less than the minimum charge for an ordinary local telegram.”

IV. At the end of rule 111, the following proviso shall be added, namely:—

“Provided that local telegrams shall be redirected to a new address on payment of the charges for a local telegram of the same class and length as prescribed in rule 60-A, where the new address is within the local delivery area. In case the new address is outside the local delivery area, the charge for redirection shall be the full charge for a telegram of the same class and length to the new destination”.

V. After rule 124, the following new rule shall be inserted namely:—

“124-A.—The charges payable on a local greetings telegram shall be the same as prescribed in rule 60-A”.

[T-85/50.]

K. V. VENKATACHALAM, Dy. Secy

MINISTRY OF TRANSPORT

PORTS

New Delhi, the 12th May 1952

S.R.O. 927.—In exercise of the powers conferred by sub-section (1) of section 35 of the Indian Ports Act, 1908 (XV of 1908), the Central Government hereby directs that the further amendments specified in the second column in the Schedule hereto annexed shall be made in the notification specified in the corresponding entry in the first column of the said Schedule, namely:—

SCHEDULE

Notifications 1	Amendments 2
1. Notification of the Government of Madras in the Finance (Marine) Department, No. 26, dated the 1st March, 1930.	After note (3) the following notes shall be added at the end, namely :— “ Note.—(4) In cases where a pilot boards a vessel but has to return on being informed that his services are not required, “ detention charges ” specified in sub-item (1) of item 3 above shall be levied ; Note (5).—If a pilot is made to wait for more than 30 minutes after boarding the vessel “ detention charges ” specified in sub-item (ii) of item 3 above shall be levied in addition to other charges provided that the Port Officer may, in his discretion waive whole or part of the detention charges so incurred, if the pilot had to wait on board the vessel owing to circumstances beyond the control of the Master of the vessel, and if the pilot certifies to that effect in writing ”.
2. Notification of the former Government of Cochin No. 149, dated the 8th May, 1942 (5th Edavam 1117).	After Note (3), the following notes shall be added at the end, namely — “ Note (4) —In cases where a pilot boards a vessel but has to return on being informed that his services are not required, “ detention charges ” specified in sub-item (1) of item 3 above shall be levied ; and Note (5).—If a pilot is made to wait for more than 30 minutes after boarding the vessels, “ detention charges ” in sub-item (ii) of item 3 above shall be levied in addition to other charges provided that the Port Officer may, in his discretion, waive whole or a part of the detention charges incurred, if the pilot had to wait on board the vessel owing to circumstances beyond the control of the Master of the vessel, and if the pilot certifies to that effect in writing ”.

[No. 6.P.II(29)/52.]

C. PARTHASARATHY, Under Secy.

MINISTRY OF RAILWAYS

(Railway Board)

New Delhi, the 16th May 1952

S.R.O. 928.—In exercise of the powers conferred by section 47 of the Indian Railways Act, 1890 (IX of 1890), and by the notification of the Government of India in the late Department of Commerce and Industry No. 801, dated the 24th March 1905, the Railway Board direct that the following further amendments shall be made in

the General Rules for all open lines of Railways in India administered by the Government, published with the notification of the Government of India in the late Railway Department (Railway Board) No. 1078-T, dated the 9th March, 1929, namely—

In the Schedule annexed to Part III of the said Rules:—

- (a) Against Serial No. 3 in column 2, for the entry 'Motor Car spirit' the entry 'Leaded Aviation spirit, Lighter fluid' shall be substituted.
- (b) Against Serial No. 11 in column 2, the entry 'Crude Oil' shall be omitted and for the entry 'Air Craft Turbine Fuel' the entry 'Jet Turbine Fuel' shall be substituted.
- (c) In Column 2, against Serial No. 11 after the entry 'Liquid Fuel' the following entries shall be inserted, namely:—
 - "Refrigerator burning oil".
 - "Diesel oil".
 - "High speed diesel oil".
 - "Light diesel oil".
 - "Marine diesel oil".
 - "Tea drier oil".
 - "Furnace oil".
 - "Heavy diesel oil".

- (d) After S. No. 11-A, the following Serial No. entries shall be inserted in columns 1 and 2:—

2

11(B)—Vapourising oil.

- (e) Against Serial No. 14, in column 2, the words "and Cleaning oil" shall be inserted.
- (f) In column 2, against Serial No. 15, after the entry 'Terpentine substitutes', the following entries shall be inserted, namely:—
 - "Mineral terpentine".
 - "Mineral terpentine extract".

[No. 1285-TG.]

RANJIT SINGH, Director.
Traffic.

MINISTRY OF WORKS, HOUSING & SUPPLY

New Delhi, the 16th May 1952

S.R.O. 929.—In pursuance of clause (b) of section 2 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (XXX of 1952), the Central Government hereby authorises the Collector of Purnea (Bihar) to perform the functions of a competent authority under the said Act for the area within his jurisdiction.

[No. 3872-WII/52.]

S. V. JOSHI, Dy. Secy.

ORDER

New Delhi, the 16th May 1952

S.R.O. 930.—In exercise of the powers conferred by the proviso to clause (a) sub-section (1) of Section 8 of the Coal Mines (Conservation and Safety) Act, 1952 (XII of 1952) the Central Government hereby exempts all coal raised and despatched and all coke manufactured and despatched from the collieries in Assam, from the levy of the duty of excise payable under the said sub-section.

[No. 24CI(4)/52.]

P. M. NAYAK, Dy. Secy.

MINISTRY OF LABOUR

New Delhi, the 15th May 1952

S.R.O. 931.—Whereas a vacancy has occurred in the office of the sole member of the Industrial Tribunal (Punjab National Bank Disputes), constituted by the Notification of the Government of India in the Ministry of Labour No. S.R.O. 1010 dated the 2nd July, 1951;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 3 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby appoints with effect from 16th May, 1952, Shri Kartar Singh Campbell Puri to fill the said vacancy.

2. Shri Campbell Puri will perform his functions as the sole member of the said Tribunal in addition to his duties as Chairman of the Industrial Tribunal at Calcutta.

[No. LR-I(219).]

ORDERS

New Delhi, the 19th May 1952

S.R.O. 932.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Punjab National Bank Limited and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal at Calcutta constituted under section 7 of the said Act.

SCHEDULE

1. Wrongful dismissal of Shri Bhagat Ram and Shri Om Prakash Aggarwal and their re-instatement.
2. In the event of any order for re-instatement, payment of wages and other allowances from the date of dismissal to the date of re-instatement.

[No. LR-90(107).]

New Delhi, the 20th May 1952

S.R.O. 933.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Hindustan Commercial Bank Ltd. and their workmen in respect of the matter specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal at Calcutta constituted under section 7 of the said Act.

SCHEDULE

Whether the termination of the services of Shri Kashi Prasad Bajpai from the Lucknow Branch of the Bank was justified and, if not, what relief should be granted to him.

[No. LR-100(24).]

S. NEELAKANTAM, Dy. Secy.

New Delhi, the 20th May 1952

S.R.O. 934.—In pursuance of section 17 of the Industrial Disputes Act 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal Dhanbad in the dispute between the management of the Selected Tisra Colliery and their workmen in respect of wages and compensation for the workers.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

REFERENCE NO. 26 OF 1951

PRESENT:

Shri S. P. Varma, B.A., Barrister-at-Law, *Chairman.*

PARTIES:

The management of the Selected Tisra Colliery

Versus

Their workmen.

APPEARANCES:

For the management:

Shri N. L. Bhagania, Advocate, with Shri Tulsi Ram Aggarwala, agent of the colliery.

For the workmen:

Shri S. S. Mukherji, B.Sc., B.L., Pleader, with Shri S. N. Jha, General Secretary, Tisra Coalfield Workers Union.

AWARD

By a notification No. LR.2(342) dated 6th September 1951 the Government of India in the Ministry of Labour has referred this dispute to this Tribunal, between the management of the Selected Tisra Colliery and their workmen in respect of wages and compensation for the workers arising out of the closure of the colliery.

2. Usual notices were served on the parties on 28th September 1951. The statement of claim of the workmen was received on the 2nd November 1951 and the reply by the management to the written statement of the workmen was received on the 5th January 1952. The date of hearing was fixed for the 6th March 1952. As the parties wanted time the hearing was adjourned to the 27th March 1952 on which date the case was taken up.

3. Shri S. S. Mukherji, B. Sc., B.L., Pleader, with Shri S. N. Jha, General Secretary, Tisra Coalfield Workers Union appeared for the workmen and Shri N. L. Bhagania, B. Com., B.L., Advocate, with Shri Tulsi Ram Aggarwala appeared for the management.

4. The case for the Union is that the Union is a registered Union and the management without serving any notice on the workmen suddenly closed down the colliery on and from 1st November 1950. After the closure of the colliery the conciliation officer tried to bring about a settlement but he failed. The workmen and other employees were willing to carry on their work and that the sudden closure of the colliery by the management amounted to an illegal lock-out. The wages of the monthly paid staff were due from August 1950 and the wages of other categories of workmen from week-ending 21st October 1950 besides quarterly bonus and other earnings as per Annexure 'A' of the written statement of the workmen were not paid. The Union claim compensation from the date of the closure of the colliery till the date of the enforcement of the present award. They also claim compensation equal to the amount that they would have earned as wages if there had been no illegal lock-out. They also put forward a claim on behalf of some contractors. They also add that the management is liable to be prosecuted. Their claims have been summarised in para. 11 of their written statement under three different headings.

"(a) Payment of wages remaining due to the employees and all workmen on the 1st November 1950 on the date of the closure of the colliery, be awarded against the management.

(b) Payment of compensation due to loss of earnings to the employees and all workmen calculated at the rate which they would have earned from the 1st November 1950 till the award becomes enforceable.

(c) Recommendation to the Government for prosecution for commencing an illegal lock-out."

5. The management on the other hand filed their written statement on 3rd January 1952. Legality of the reference and the right of the Union to represent the workers were questioned. Generally speaking, they deny all the allegations made in the written statement except those which they affirm in their own written statement. Their main case is to be found in para. 17 of their statement. But before that they say that if payments were not made in some cases it was due to the fact that Rameshwar Prasad Sinha, Baleshwar Prasad and Sukhdeo Narain Verma who were in charge of the books never produced those books for calculation. In para. 17 they say:

"17. (a) That the true facts of the case are:—

That tired of gross negligence, wilful misconduct, disobedience, dereliction of duty and activities detrimental to the interest of the management indulged in by the workmen and employees (since discharged) whose names are given in Annexure 'B' hereto, the management dispensed with their services, with effect from the expiry of the 31st Oct. 1950 by serving them with notices of discharge towards the end of September 1950 although they deserved summary dismissal, in as much as, they had failed to discharge their duties properly and persisted in act of gross negligence, wilful misconduct and dereliction of duties and activities detrimental to the interests of the management, in spite of charge sheets having been served on them on a number of occasions.

(b) That the said discharged workmen did not turn up to receive payment of their dues upon the expiry of the period of their employment. On the other hand, they prevented other workmen from smoothly working in the colliery. Tired of the activities of the discharged workmen, the undischarged workmen gradually left the employment of the management after receiving payment of such dues as were payable to them. This led in consequence to the cessation of work in the colliery, which was running at a loss. The management had no desire to close down the colliery (although the management has been advised that it had every right so to do), as they still desired to make further endeavour to make the colliery a profitable concern. The discharged workmen, however, created conditions, which made the working in the colliery impossible. The management wanted to purchase peace and endeavoured to negotiate with the discharged workmen in the matter of payment of such dues if any, as might be found payable to them upon proper ascertainment thereof with reference to the books of account and records maintained by and in the custody of (1) Rameshwar Prasad Sinha (2) Baleshwar Prasad and (3) Sukhdeo Narain Verma, in the ordinary course of business. The discharged workmen, however, took a very unreasonable stand even before the conciliation officer and their attitude of defiance and non-cooperation proceedings.

(c) That nothing is payable by the management to the erstwhile workmen, whose names are given in Annexure 'A' hereto in as much as they have been paid their dues and they have left the employment of the management of their own accord.

(d) That erstwhile workman Kamtalal was in the employment of the management till the end of July 1951 when he left the employment of the management of his own accord.

(e) That nothing is payable by the management to contractor Ram Das Prasad, who worked as a contractor in the colliery of the management till October 1949. His dues were paid off upon the basis of the work done. He failed, however, to return the stores goods, implements etc. entrusted to him by the management for the execution of the contract work. It is denied that Rs. 2370-3-3 or any dues are payable by the management to the said contractor for March 1950 or any period.

(f) That the management did not enter into any contract with Surya Narain Singh in the matter of earth and stone cutting. Nothing is payable, much less Rs. 446-12 by the management to the said Surya Narain Singh for any period whatever or for the period from 15th October 1950.

(g) That the statement showing arrears of wages and other dues filed in respect of the discharged workmen, whose names are given in Annexure 'B' hereto is grossly incorrect and untrue and is highly inflated and is without basis. The rates of salary have been inflated and bonus has been claimed without the privilege of bonus having been earned. Liability is denied in respect of the alleged increment from 12th May 1947 to 31st July 1950. Nothing is due by the management to the discharged workmen on account of leave pay. During the period of their employment 31st November 1950, the discharged workmen did not lay any claim to increased salary. Bonus were paid whenever they were found entitled thereto. There was no arrear dues in respect of leave pay and bonus.

(b) That (1) the monthly paysheet register (2) weekly paysheet register and (3) quarterly bonus sheet for monthly paid staff and (4) quarterly bonus sheet for weekly paid staff produced before the Tribunal on the 18th Dec. 1951 by the General Secretary, Tisra Coalfield Workers Union are not genuine records kept in the ordinary course of business but the same have been manufactured for the purpose of bolstering up the false claim.

(i) That Rameshwar Prasad Sinha (2) Balchwar Prasad and (3) Sukhdeo-narain Verma have not rendered proper accounts of the collections on account of provident funds made cash entrusted to, ration and stores goods entrusted to them respectively. They also have not made over charge of the various colliery accounts, books and records which used to be maintained by them, obviously because they are bent upon bolstering up a false claim and the production thereof would demolish their case."

6. Before this in para 16 they said that the management was and is ready to and willing to pay just dues of the discharged persons mentioned in Annexure 'B' of their written statement for the period ending 31st October 1950 upon proper ascertainment with regard to books, accounts etc.

7. The questions that arise for consideration are:

- (1) Whether it was a case of illegal lock-out or whether the allegations made by the management are correct.
- (2) Whether the contractors are entitled to their so called dues in these proceedings.
- (3) Who and to what extent are the workers entitled to their wages.
- (4) What compensation should be given to workers whose services have been terminated.
- (5) What bonus should be granted and to which of the workers.
- (6) Whether the Union could represent the workers.

8. Before dealing with the points mentioned above I would like to mention that Bhola Bhouri, Kamtalal, and Ramdas Prasad Sircar were examined as witnesses for the workmen. Kamtalal was examined twice, first on 27th March and then on 28th March 1952. Messrs. P. Hazra and Tulsi Ram Aggarwala were examined on behalf of the management. A large number of exhibits have been filed and taken in and they will be referred to if and when occasion arises in the course of this award.

9. Coming now to the first question whether it was a case of illegal lock-out or whether the allegations made by the management are correct, I am not prepared to hold that it was an illegal lock-out in view of the definition of lock-out given in Section 2(1) of the Industrial Disputes Act 1947. The management say that on account of the disturbances in the colliery they could not carry on the work and therefore the work had to be stopped after 31st October 1950. The colliery is a third class colliery raising 30-40 tons of coal per week. There were not more than 30-40 workers daily and the staff consisted of 6-7 members. (Vide Sri P. Hazra's statement).

To this I rely on the decision published in Vol. II, L.L.J. 1950 at page 1140 where it is held:

"that ordinarily, it is for the employer to decide whether a particular activity is profitable or not and that it is not possible for a Tribunal to compel an employer to carry on an undertaking that is not profitable."

In this view of the matter I am of opinion that it was a losing concern but even then some of the workers were not allowing the work to go on smoothly. Under these circumstances the stoppage of work cannot amount to a lock-out much less an illegal lock-out.

10. The next point for consideration is whether the contractors are entitled to their so called dues in these proceedings. First of all on this point I am of opinion that dues to a labour contractor cannot be said to be due to him in the shape of wages or earnings and this view is confirmed by the statement of Ramdas Prasad Sircar. He filed Exs. B and C which are the measurements of the work done and Ex. D is the account drawn up according to the company. In the course of cross-examination, he admitted that:

"The rate which I was to get for the work performed had nothing to do with the wages that I have to pay to my workers. I may sustain profit or loss."

His work as a contractor ceased in February 1950, and the book Ex. D was not produced before the Labour Inspector Mr. Shaw or before anybody connected with the Labour Department. Although the money was due for such a long time

Lawyer's notice was sent and the story as to how the notice was served does not carry conviction. The case of the other contractor-Surya Narayan Singh is no better. He was not even examined as a witness. I do not think that the case of the contractors can be dealt with in these proceedings on the materials before me.

11. The third point for consideration is who and to what extent are the workers entitled to their wages. In this connection we have to refer to the Annexure A of the statement of claim by the workers and the Annexures A and B of the management's written statement. Annexure A of the workers' statement gives a list of workers and their dues from 15th October 1950 to 21st October 1950 and then again from 22nd October 1950 to 28th October 1950 and then from 29th October 1950 to week-ending 31st October 1950. There is also a page containing the amount of bonus due from October 1949 to September 1950. For the labourers under the contractors the Union claims Rs. 2370-3-3 and Rs. 446-12-0 due to the contractors Shri Ramdas Prasad and Surya Narain Singh respectively. There is also a list submitted by the Union of monthly salaried people. Eleven names are mentioned including the name of J. N. Chakerbarty, who is a Manager whose case cannot be taken into consideration in this dispute.

12. As against this the Annexure A of the written statement of the management shows that nine members of the monthly paid staff and 26 members of the weekly paid workmen had already left their services of their own accord after receiving their dues and granting receipts therefor. According to the Annexure A of the company's written statement they are as follows:

- | | |
|-----------------------------|-------------------------------|
| 1. Sukhan Bhuia—Ex. 15-1. | 14. Rajia Kamin. Ex. 15-5 |
| 2. Nanku Bhuia—Ex. 14. | 15. Ram Patia Kamin. Ex. 15/6 |
| 3. Munga Bhuia—Ex. 5 | 16. Lukhia Kamin. Ex. 15/7 |
| 4. Ganori Bhuia—Ex. 15-2. | 17. Rohia Kamin. Ex. 15/8 |
| 5. Aghnu Bhuia—Ex. 6. | 18. Pusia Kamin. |
| 6. Teg Bhadur Ex. 15-6. | 19. Surla Kamin. Ex. 15/9 |
| 7. Kesho Mahto. | 20. Bhadija Kamin. |
| 8. Ramchandra Sao Ex. 15-3. | 21. Femia Kamin. Ex. 15/10. |
| 9. Bhikhu Bourl Ex. 8. | 22. Upasi Kamin. Ex. 15/11. |
| 10. Bhola Bhouri Ex. 1. | 23. Janani Kamin. Ex. 15/12. |
| 11. Marni Kamin. Ex. 15-4. | 24. Baldeo Dome Ex. 15/13. |
| 12. Jhunia Kamin. Ex. 4. | 25. Rasu Dhoba Ex. 15/14. |
| 13. Lakhia Kamin. Ex. 7. | 26. Guhia Kamar. |

So far as the weekly paid workers are concerned receipts have been filed to show that large majority of them have received payments. I see no reason to doubt the statement of the management that these weekly paid workmen had been paid their just dues. So far as the monthly paid workers are concerned the position seems to be the same because although register Ex. A according to P. Hazra witness No. 1 for the management does not contain his signature, he says he had been paid upto September 1950. His name does not appear in the register Ex. A. The position seems that the workmen mentioned in Annexure A of the management had been paid.

Coming now to the Annexure B of the management's written statement there is no doubt that they were discharged but the workers claim payment due to them. In the case of monthly paid staff there are the names of Rameshwar Prasad Sinha, Baleshwar Prasad and Sukhdeo Narain Verma. There are fifteen names under the heading weekly paid workmen. The monthly paid workmen claim three months' wages and the weekly paid workmen claim two weeks' wages. This has not been repudiated by the management as it was done in the case of weekly paid workers mentioned in Annexure A to the written statement of the management by filing receipts from the workers. So far as the weekly paid workers in Annexure B to the written statement of the management is concerned no receipts have been filed. When the workers are claiming two weeks wages I find it difficult to resist their claim. I am of opinion that they should be paid their wages for two weeks. In the case of monthly paid workers in Annexure B to the management's written statement I allow them three months as claimed by them. Rameshwar Prasad Sinha, Baleshwar and Sukhdev Narain will get three months wages. Annexures A and B of the management's statement are for ready reference attached to this award as appendix "X".

13. Now the question that arises is whether they should get compensation. In the case of monthly paid workmen I do not think Rameshwar Prasad Sinha,

Baleshwar Prasad and Sukhdeo Narain Verma are entitled to any compensation. They were to a great extent responsible for the disturbances in the colliery which brought about its closure. I find from Ex. 13(1), 13(3) and 13(4) that notices by a lawyer of the management were served upon them to produce the account books. But they have not done so except in the case of some registers which they filed before this Tribunal. They were present in the court on 27th March 1952 as mentioned by Kamtalal who is a brother of Sukhdeo Narain. Kamtalal is the man who actually wrote Ex. 4, 5, 6, 7 and 8. In the case of weekly paid workers they are entitled to compensation. The compensation will be two weeks wages over and above their dues which is about two weeks according to the statement of claim. The payment should be made within a month of the publication of this award. Of course if in the meantime as mentioned by the management in their written statement the management and the workmen come to a definite conclusion about the dues of certain individuals there is nothing to prevent them from paying those dues.

14. The question of bonus has been raised but the workers are entitled to it under certain conditions. Those conditions have not been proved by the workers. The management says that those who are entitled to bonus had been paid. There is nothing to contradict this statement. My award on this point is against the Union.

15. The last point for consideration is whether the Union could represent the workers. Of course the registration certificate has not been filed because the Union says that they were taken away by the rival Union. But from certain papers filed by the Union, e.g. a letter from the Registrar of Trade Unions No. 6935, dated 23rd November 1951, and the letter, dated 13th July 1951, show that the authorities were treating it as a registered Union. The registered number is mentioned as 138, dated 29th March 1947, in some of the returns which are on the file. So there is no force in the argument that the Union is not a registered Union and non-recognition of Union does not prevent them from representing the workers before the Tribunal.

16. Some registers have been filed by the workmen showing the accounts of the colliery (Ex. A. D. E. F. G.). But the advocate for the management Shri Bhaganila went to the extent of questioning the genuineness of the registers and when it was pointed out to him that some of the registers were signed by the Labour Inspectors, he went to the length of saying that they were either in league with the workers or befooled by the workmen. From the attitude taken up by the learned advocate it appears that he was in a desperate position. I am not prepared to hold that either the registers are forged or that the Labour Inspectors are in league with the workers. I may mention that similar arguments were advanced with regard to the receipts filed by the management said to have been granted by the workers. But I have taken into consideration and relied upon other materials placed before me in the circumstances of the case which corroborate them to a certain extent.

17. In the result I would allow three months pay for the monthly paid workers in Annexure B of the management's written statement but I would not allow them any compensation or bonus. So far as the weekly paid workers are concerned in Annexure B of the management's statement, I would allow them two weeks wages and compensation equal to two weeks wages. I would not allow any bonus to them. My decision on the other points will be found from the body of the award.

Now, therefore, this Tribunal gives its award in terms aforesaid, this the 5th day of May 1952.

S. P. VARMA, *Chairman*,
Central Government's Industrial Tribunal
Dhanbad.

DHANBAD;
Dated 5th May, 1952.

APPENDIX 'X' ANNEXURE 'A'

List of erst while workmen who left the employment of the management of their own accord after receiving payment of their dues by granting full and proper discharge therefor.

Monthly paid staff.

1. J. N. Chakraborty.
2. P. Hazra.
3. Mathuralal.

Weekly paid workmen.

1. Sukhan Bhuia.
2. Nanku Bhula.
3. Munga Bhula.

Monthly paid staff.

4. Kamtalal.
5. D. N. Mondal.
6. Ragho Bhuia.
7. Lal Bahadur.
8. Dulalchand Bhanja.
9. Jotirmoyee Mukherjee.

Weekly paid workmen.

4. Ganori Bhula.
5. Aghnu Bhuia.
6. Teg Bahadur.
7. Kesho Mahato.
8. Ramchandra Sao.
9. Bhikhu Bouri.
10. Bhola Bouri.
11. Narni Kamin.
12. Jhunia Kamin.
13. Lakhia Kamin.
14. Rajia Kamin.
15. Ram Patia Kamin.
16. Lukhia Kamin.
17. Rohia Kamin.
18. Pusia Kamin.
19. Suria Kamin.
20. Bhadia Kamin.
21. Pemia Kamin.
22. Upasi Kamin.
23. Janani Kamin.
24. Baldeo Dome.
25. Rasu Dhoba.
26. Guhia Kamar.

ANNEXURE 'B'

LIST OF DISCHARGED WORKMEN.

Monthly paid staff.

1. Rameshwar Prasad Sinha.
2. Baleshwar Prasad.
3. Sukhdeo Narain Verma.

Weekly paid workmen.

1. Kanai Bhuia
2. Aghanu Bhuia.
3. Dipal Bhuia.
4. Bhattu Bhuia.
5. Bucha Bhuia.
6. Badri Bhuia.
7. Prasadi Bhuia.
8. Darua Bhuia.
9. Karml Kamin.
10. Somri Kamin.
11. Koshila Kamin
12. Badamia Kamin.
13. Runwa Kamin.
14. Sakli Kamin.
15. Dhanesari Kamin.

DHANBAD;

Dated the 3rd January 1952.

For Selected Tisra Coal Co.

Sd. Lakhi Ram Agarwalla.

Proprietor.

[No. LR-2(342).]

S. P. VERMA, *Chairman*,
Central Government's Industrial Tribunal,
Dhanbad.

S.R.O. 935.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta in the dispute between Messrs. Mackinnon Mackenzie and Company, Managing Agents of British India Steam Navigation Company Limited, Calcutta and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1, GURUSADAY ROAD, BALLYGUNGE, CALCUTTA-19.

Before Shri K. S. CAMPBELL-PURI, B.A., LL.B., *Chairman*.

REFERENCE No. 6 OF 1951

PARTIES:

Messrs Mackinnon Mackenzie & Co.,
of British India,
Co., Ltd., Calcutta,

AND

Their Workmen.

Appearances

Shri Bishwanath Dubey, General Secretary, assisted by Shri Nirmal Mukherjee, Secretary, Dock Mazdoor Union.

Mr. L. W. Palmer, assisted by Captain C. I. V. Masell for Messrs Mackinnon Mackenzie & Co., Managing Agents, B.I.S.N. Co., Ltd., Calcutta.

AWARD

By Notification No. LR. 3(146), dated 2nd May, 1951, the Government of India in the Ministry of Labour referred this dispute between Messrs Mackinnon Mackenzie and Co., Managing Agents of B.I.S.N. Co. Ltd., Calcutta and their workmen for adjudication to this Tribunal in respect of the matters specified in the Schedule as under:

SCHEDULE

1. Payment to the permanent and monthly paid winchmen of diet allowance and increased dearness allowance which are at present paid to similar categories of workers of the Company working on board the ship side by side with the winchmen.
2. Filling up of the vacancies in the cadre of monthly paid and permanent winchmen with a view to provide chances of promotion to the Company's extra winchmen.
3. Grant to the extra winchmen appointed through Majid and Co. the status of the Company's direct employees.

Usual Notices were issued to the parties for filing statement of claim and written statement thereof and the pleadings were completed on 29th August, 1951. The parties were called thereafter to a preliminary sitting for ascertaining the number of witnesses to be examined and for filing list of documents relied upon by the both sides. The actual hearing, however, could not be taken up before 26th February, 1952, because the parties failed to file the list of documents in due time. The proceedings concluded on 4th April, 1952, but the award could not be made earlier on account of the leave of absence of the Chairman for a month soon after.

The facts of the case are short and simple. The parties, however, adduced evidence on various other aspects of the dispute which did not exactly form the subject of issues and thereby protracted the proceedings.

The Union case summarised briefly is that there are various categories of permanent and monthly paid workers viz., Gunners, Foremen, Tally Clerks, Ship Clerks etc., who work on board the ship side by side with the permanent and the monthly paid Winchmen. But all the aforesaid permanent and monthly paid workers other than the permanent and monthly paid winchmen are paid diet allowance at the rate of Rs. 2/- for every working day and that this unjust discrimination amongst the workers, foments industrial unrest. The first demand therefore is for allowing diet allowance to winchmen also. The next demand is for an increase in the dearness allowance on the plea that the amount of dearness allowance which is being paid was fixed in August 1948, arbitrarily with the condition that the same will be revised subsequently but no revision has since been made. It was further stated *inter-alia* that an agreement was subsequently arrived

at between the Dock Mazdoor Union and the Masters Stevedores Association on 31st January 1951 whereby the dearness allowance payable to extra winchmen and all other categories of Stevedoring labour was increased by Re. 1/4/- per chance of work with effect from 15th January 1951; and as such the respondent were bound by that agreement arrived at between Master Stevedores Association and the labour. The other demand is for filling up of the vacancies in the permanent cadre of winchmen from the extra winchmen in the employment of the Company. Lastly the Union wants that extra winchmen appointed through Majid and Company should get the status of Company's direct employment.

The Employers in reply joined issue on all points and while giving the previous history of the dispute in the written statement maintained that the diet allowance was being paid to supervisory and Clerical staff on the score of previous practice, in lieu of free meals, which they used to get and that the winchmen are not entitled to that allowance; inasmuch as they are neither clerks nor skilled technical workmen and cannot be treated at par with the aforesaid workers. The employers also resisted the demand for increase of dearness allowance and stated that the agreement of 31st January 1951 did not apply to the case of winchmen. With regard to the filling up of the vacancies the Company's case was that the permanent winchmen are not maintained by other Stevedores and this Company was compelled to make 40 Winchmen as permanent employees of the Company as a special case and that the Company was still thinking to abolish the cadre of permanent winchmen on the natural weeding out of the present incumbents. It was further stated that the volume of work has considerably decreased and there was no justification to keep a batch of permanent winchmen as before; and in these circumstances the question of filling up vacancies does not arise. Regarding the last demand of the Union viz., grant of status of direct employees to the winchmen working with Majid and Co., the company averred that the extra winchmen appointed by the Majid and Co., are in the same position as those engaged by other Stevedores; and that their work is fluctuating and casual and as such the company is not prepared to enlist them as their direct employees.

Issue No. 1.—Payment to the permanent and monthly paid winchmen of diet allowance and increased dearness allowance which are at present paid to similar categories of workers of the Company working on board the ship side by side with the winchmen.

In support of 1st part of Issue No. 1, no direct evidence was produced by the Union and the main argument was one of discrimination between workmen and other workers who are being paid diet allowance of Rs. 2 per day. The employer stoutly resisted the demand on various grounds. It was contended that in the first place it was not customary in the B.I.S.N. Co., Ltd., to grant diet allowance to manual labour. Secondly the grant of diet allowance is not incidental to monthly service condition and it was only a benefit given to certain category of employees i.e., Supervisory and Clerical staff who had been enjoying this privilege for the last many years. Furthermore, the agreement signed between the company and winchmen also did not provide for any diet allowance and the demand was an afterthought and was advanced in order to foster unrest amongst the workers. Now on the examination of the evidence and the appreciation of the arguments of both sides, it is abundantly clear that the diet allowance has not been recently introduced in order to favour one category of workers by way of discrimination but it was rather a replacement of a certain benefit in the form of allowance in lieu of free ration which the Supervisory and Clerical staff had been getting for the last several years on board the ship. In these circumstances I do not think that sheer on the basis of analogy, it is binding, for the Employer to grant the diet allowance or free ration to all and sundry. It is a different matter that if their wages are inadequate, the same may be increased or if the cost of living has gone high they should get more dearness allowance but to ask for a diet allowance on the point of discrimination does not appear to be justified. The discrimination, if any, moreover was made long ago and cannot form the basis of argument for extending that privilege to those who joined company's service later for casual work. The other reason viz., that this demand was not made at the time of making an agreement is also not without force. The agreement was arrived at in January 1951 when Supervisory and Clerical staff was getting the benefit of diet allowance and if the winchmen had thought this act of the company as one of discrimination they could have pressed for this condition in the agreement as well. I, therefore, see no justification to allow the demand and the same is rejected.

The other part of demand embodied in issue No. 1 viz., payment of increased dearness allowance however stands on different footing. In this respect the company's reply given in the written statement was rather a vague one but Mr. Palmer

arguing on behalf of the company amplified the plea by emphasising that the agreement between the Dock Majdoor Union and Master Stevedores Association dated 31st January 1951 related to the casual daily paid dock labour only. Reference was also made to certain privileges which were being enjoyed by the winchmen of this company, but at the same time, it was admitted that the company had made an offer of Rs. 6 increase in the amount of dearness allowance, which was not accepted and that the company was now prepared to raise the amount of Rs. 45 to Rs. 58 according to the rise in the cost of living index. Now clause 4 of the agreement (Ex. 4) bespeaks as follows in this respect—

"Agreed that the dearness allowance paid to all categories of Stevedores Labour including Gunners, Foremen, all Clerks and Winchmen be increased from Rs. 2 to Rs. 3-4-0 per diem with effect from 15-1-1951."

The word used is 'Winchmen' which does not admit of any ambiguity and clearly comprises of all categories of winchmen, permanent monthly paid as well as casual dock labour. It is, therefore, futile as sought to be argued by the company that agreement related only to casual daily paid dock labour. The point hardly requires any further elaboration and it seems clear to me that the company cannot escape the liability of implementing the terms of the agreement. I would, therefore, allow this part of the demand, with the result that the monthly rated winchmen are held entitled to an increase of Rs. 1-4-0 per diem in the dearness allowance with effect from 15-1-1951 retrospectively and the company is directed to make payment of the arrears of dearness allowance to all permanent and monthly paid winchmen with effect from 15-1-1951 onward and to continue to pay them the amount of dearness allowance at an increased rate. This direction shall be carried out within one month from the date when the award becomes operative.

Issue No. 2—Filling up of the vacancies in the cadre of monthly paid and permanent winchmen with a view to provide chances of promotion to the Company's extra winchmen.

This demand has a background and it would be helpful to give a brief resume of the previous negotiations which led to the taking of 40 winchmen as permanent hands. The matter according to the version of the company arose in this way—These monthly rated winchmen were originally permanent employees of Messrs. Majid & Company who were contractors for supplying manual workmen to B.I.S.N. Co. and the company thought of keeping a permanent batch of winchmen always readily available when their services were required. Consequently an arrangement was made with the said Messrs. Majid & Company to retain a number of winchmen on monthly permanent basis to make them available to the company at a moment's notice besides the ordinary winchmen who were to be employed at the daily rate as purely casual labour as was the practice in the Stevedoring industry. This arrangement worked for some years without any serious trouble, but in 1947 a dispute arose regarding the employment of these 40 winchmen who made a demand to be treated as the direct employees of the company. The Master Stevedores Association, however, did not like to make a distinction in the case of these 40 winchmen. The dispute ultimately came up for discussion before the Regional Labour Commissioner in the tripartite conference in April 1948 and it was decided that an exception should be made regarding the aforesaid 40 winchmen and they should be taken in the service of the company on the distinct understanding that in future vacancies occurring in their number through death or by retirement should not be filled by promotion from the other winchmen employed by Messrs. A. Majid & Company. The company thereafter made the aforesaid 40 winchmen permanent. But in the course of time the volume of work of the company decreased and with this decrease the number of winchmen employed permanently or casually were also required to be decreased. The company, however, did not retrench any of these 40 winchmen but they decreased the number of casual winchmen.

On the other hand, Mr. A. Talib, Regional Labour Commissioner (Central), Calcutta who was examined on behalf of the employees deposed in this connection as follows:—

"This is correct that I asked Master Stevedores Association to direct the B.I.S.N. Co., Ltd., to take 40 winchmen, monthly rated, on permanent basis. This is also correct that the Stevedores Association was not prepared to accept the directive but subsequently they agreed reluctantly. I did attend the meeting held on 13th April 1948 of the Master Stevedores Association. In that meeting the Master Stevedores Association stated that they were not prepared to allow the B.I.S.N. Co., Ltd. to take these 40 winchmen, referred to above, on their permanent staff. I have seen the proceedings of 13th April (Ex. 1) and of 19th

April (Ex. 2). I also attended the meeting of 19th April, the proceedings of which are marked Ex. 2. The proceedings are correct and the discussion as it stands is correct."

The company in their evidence also brought the copies of these proceedings referred to in Mr. Talib's deposition on the record (Ex. 1 to Ex. 2) which go a long way in appreciating the position of the parties; but ex. 7 which is a letter dated 8th May 1948 sent by the Master Stevedores Association to the Cargo Superintendent, B.I.S.N. Co. Ltd., so to say clinches the matter and in view of its importance, the same is reproduced as below:—

"Ex. 7.

THE MASTER STEVEDIRES' ASSOCIATION

ROYAL EXCHANGE,

No. 139-S.A.

CALCUTTA, 8th May, 1948.

The Cargo Superintendent,

M/S British India Steam Navigation Co., Ltd.,

Post Box No. 183, Calcutta.

Dear Sir,

Employment of Permanent Winchmen by B.I.S.N. Co., Ltd.,

With reference to your letter No. MSA/8/48, of the 1st April, I would invite your attention to the proceedings of the meeting between the Committee and the Regional Labour Commissioner (Central) held on the 19th April, which have been separately issued to you. I would confirm the Committee's view as set out in these proceedings, which is that they are willing to accept the Regional Labour Commissioner's suggestion that the forty monthly-paid winchmen should be made permanent employees of the Company on the condition that any vacancies occurring in their number through death or retirement should not be filled by promotion from the other winchmen employed by Messrs. Majid & Co. Although Mr. Talib, the Regional Labour Commissioner, was opposed to this condition, the Committee trust that you will see your way to accept it and thus eliminate the difference between you and other members of the Association on this important matter of the employment of winchmen.

Yours faithfully,

Sd./- Illegible,

for Assistant Secretary."

As I read this document it seems clear to me that the company was acting under the advice of the Master Stevedores Association and accepted the Regional Labour Commissioner's suggestion about the permanence of 40 winchmen on the specific condition that any vacancy occurring in their number should not be filled by promotion from the other winchmen employed by Messrs. A. Majid & Co. It is moreover an admitted fact that no other firm has any permanent monthly paid winchman working with them and exception was made in the case of B.I.S.N. Co., Ltd., as borne by the proceeding of the Tripartite Conference meetings (Ex. 1 and Ex. 2) also. It would, therefore, be quite fair to construe the condition clause strictly and the demand fails on this short ground. On merits also the evidence brought on the record reveals that all permanent monthly paid winchmen could not be employed for several days in the course of one month, as borne out by the chart (Ex. 10) showing periods when all permanent monthly paid winchmen who were not put to work. This chart relates to the period commencing from 28th January 1951 to 27th March 1952. Now the number of permanent winchmen actually employed on the last date i.e. 27th March 1952 was 14 and the number of permanent monthly paid winchmen who remained idle for want of work was 15. On certain days given at page 2 of Ex. 10, viz., 26th November 1951, 27th November 1951 and 28th November 1951 no less than 29 permanent winchmen were idle. The number of ships handled in the course of this period moreover was not more than one on any one date and on some days no ship was in the berth. This manifestly indicates that the number of winchmen which was taken on permanent basis was not being actually put to service for want of work. It would accordingly lead to forced payment for no work if more men are employed on permanent basis, and in these circumstances, I do not think that this demand of the Union viz., "that the company is bound to fill up the vacancies in the cadre of monthly paid and permanent winchmen with a view to provide chances of promotion to the company's extra winchmen," can be upheld even on merits of the case. I need hardly add that reasonableness and fair play should be the keynote of harmony and co-operation and sheer pressure to get employment on the plea of harmony between the labour and capital hardly sounds a workable proposition. At any rate, these 40 winchmen were employed on the condition

that the vacancies shall not be filled if it so occurred and in the light of definite evidence that those who are already working on permanent basis have to sit idle for number of days I see no justification whatsoever to call upon the company to fill up the vacancy from the extra winchmen. The result is that the demand is negatived. I would, however, observe in passing that the attitude of the company in suggesting that they are not happy on having taken these 40 winchmen on permanent basis and are intending to abolish the cadre of permanent winchmen on the natural weeding out of the present incumbents must be looked with dismay by the labour side inasmuch as it gives a cue to the mind of the company that they are contemplating to do away with the cadre of permanent winchmen which they started after good deal of negotiation and discussion in the tripartite conference. I may only remark that the company will be well advised not to think in terms of resulting from a certain agreement arrived at between them and their workmen with the good offices of the Regional Labour Commissioner, in their own interest.

Issue No. 3.—Grant to the extra winchmen appointed through Majid & Company the status of the Company's direct employees.

A good deal of oral evidence was adduced on behalf of the workmen to show that the winchmen working with Majid & Company are in point of fact the company's direct employees. Mr. Muzaffar Imam (witness No. 5 for the workmen) has deposed that he had been working as a winchman in the B.I.S.N. Co., Ltd., and that they are getting their wages from B.I.S.N. Co., Ltd., and not from Majid & Company. He further stated that after 1934 the winchmen get their payment from the company direct and not through the contractors and that they are not getting any identity cards like others who are working with other Stevedoring Companies. The other witnesses Mr. Ali Ahmed—No. 3, Abdul Majid—No. 4, Mannan—No. 6 also deposed with regard to the status of extra winchmen but these witnesses are working in different companies viz., A. C. Roy & Co., Messrs Butterworth and Farmers Stevedore, Messrs. Sarat Chatterjee & Co. Their evidence accordingly is by way of instance and cannot be treated as direct evidence. With regard to the extra winchmen their evidence is that the wages paid to the workers are paid by the company and not by the contractors and the thumb impressions are taken in company's office in token of payment. On the strength of this assertion it was maintained on behalf of the union that the extra winchmen working with Majid & Company are in point of fact the employees of the company. At the same time the demand was that they should be given the status of direct employees of the company. The position taken up by the Union is rather confusing and anomalous and it appears that the demand precisely is that although they are being paid by the company through Majid & Company yet their status is not recognised as that of the direct employee of the company. Be that as it may, this issue has become an involved one and in essence strikes at the abolition of the institution of the contractors. In other words the demand is that Majid & Company be abolished and the workmen working with Messrs. Majid & Company be taken direct under the control of B.I.S.N. Co., Ltd. Now Majid & Company is not a party to this reference although the proprietor of the Majid & Company was examined on behalf of the company as witness No. 4. This witness Mohammed Sikender, son of Abdul Majid, has deposed that they have been connected with the firm for 30 years and the winchmen working under them report at their office, 8 Hem Chandra Street, Khidderpore to receive their orders for posting to ships. He, however, admitted that his winchmen are paid by the company through his clerk Abdul Hamid under the supervision of the Cargo Superintendent. The witness produced a brochure (Ex. 13) wherein the history of the firm is given and averred that apart from the winchmen working for B.I.S.N. Co., Ltd., he had about 200 other Dak Labourers for various purposes on board the ships. In cross-examination to Mr. Dubey the witness stated that the firm of A. Majid & Company was a Stevedore and Contractors firm but now-a-days it is a Contractors firm only, and his maximum commission goes up to Rs. 700. Some evidence was adduced on behalf of the workmen also in variance to the averments made by Mr. Mohammed Sekinder but that is of general nature and on the appreciation of the whole evidence and on going through Ex. 13 I am of the opinion that Messrs. A. Majid & Company are not petty contractors. This however does not resolve the issue and the question for determination is as to whether this firm can be abolished and the winchmen working under them be taken by B.I.S.N. Co., Ltd., as their direct employees. The company vehemently urged that the work fluctuates according to arrival of ships which is irregular and the company has been unable to grant full month work to its permanent winchmen and how it could add to their number by taking over the workers of Majid & Company. It was next argued that Majid & Company are paying same emoluments to their winchmen and there would be no real improvement in their condition. The argument was reinforced by another reason viz., that B.I.S.N. Co., Ltd., was primarily a ship owning organisation

and no other shipping company in Calcutta employ labour directly. Now the contractors institution which has been the subject of controversy since long is a relic of the past. This point has been considered by me at some length in the case of B.I.S.N. Co., Ltd., and Thakur Mahadeo Singh and their workmen in my award published in the Gazette of India—September 22 of 1951 at pages 1617—1618 and need not be discussed once again. It is an admitted fact that the institution of contractors, much maligned as it may be, still subsists in commercial concerns and so long the question of decasualisation of labour is not taken up by the Government by legislation or otherwise, the ship owning companies cannot be called upon to do away with this institution which is meant for the supply of extra casual labour. The other difficulty which comes in the way of the abolition of contractors is that this demand does not constitute an industrial dispute inasmuch as it aims at the removal of the employer and goes much beyond the concept of the Industrial Disputes Act as contemplated under Section 2(k) of the Act. The industrial dispute as defined in Section 2(k) relates to the employment and non-employment of workmen and not for the effacement of the employer itself. For all these reasons I do not think that the demand as embodied in the issue can be accepted and the result is that the same is negatived.

NOW, THEREFORE, THIS TRIBUNAL MAKES ITS AWARD IN THE TERMS AFORESAID, THIS THE 10TH DAY OF MAY 1952.

K. S. CAMPBELL-PURI, *Chairman*,
Central Government Industrial Tribunal, Calcutta.
[No. LR.3(146).]

N. C. KUPPUSWAMI, *Under Secy.*